



Order Filed on January 14, 2019  
by Clerk U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

STEVEN KELLY, ESQUIRE  
Stern & Eisenberg, PC  
1040 N. Kings Highway, Suite 407,  
Cherry Hill, New Jersey 08034  
Telephone: (609) 397-9200  
FACSIMILE: (856) 667-1456  
(COUNSEL FOR MOVANT)

In Re:  
Bindu Jacob

Debtor

-----  
Biju Maliyil

(Non-Filing Co-Mortgagor)

Case Number: 17-31676-JKS

Chapter 13

Hearing: September 13, 2018 at 11:00 am

Judge: John K. Sherwood

ORDER APPROVING STIPULATION/CONDITIONAL ORDER SETTling THE MOTION FOR  
RELIEF FROM THE AUTOMATIC STAY

The relief set forth on the following pages, numbered two (2) to three(3) is  
hereby **ORDERED**.

**DATED: January 14, 2019**

A handwritten signature in black ink, appearing to read "J K Sherwood".

Honorable John K. Sherwood  
United States Bankruptcy Court

(page 2)

Debtor: Bindu Jacob

Case Number: 17-31676 JKS

Caption of Order: Order Approving Stipulation/Conditional Order Settling the Motion for Relief from the Automatic Stay

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Upon the Motion of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing (Creditor) through its Counsel Stern & Eisenberg PC, attorneys for secured creditor, under Bankruptcy Code (section 362(d), et al.) for relief from the automatic stay as to certain property, 104 Lake Shore Drive Parsippany Troy Hills Twp, NJ 07034 ("Property"), and the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED and DECREED as follows:

1. At the date of this Order, Bindu Jacob ("Debtor") acknowledges that Debtor is due for the following post-petition regular monthly payments from 05/01/2018 to 10/01/2018, as follows:
  - a. Monthly payments total (\$2,135.47/mo): \$12,812.82
  - b. Post-petition suspense balance (\$1,587.18)
  - c. Attorney Fees \$531.00
  - d. Total arrears as of date of Order \$11,756.64
2. Debtor shall secure a loan modification within 120 days of the date of this Order, or by further extension of court.
3. Debtor shall tender funds in the amount of \$3,200.00 to the Creditor on or before October 31, 2018.
4. Effective October 1, 2018, Debtor shall make adequate protection monthly mortgage payments in the amount of \$1,600.00 (or, in the event that the parties enter into a trial loan modification, Debtor shall continue payments in accordance with the terms of the trial loan modification.).
5. If Debtor does not get the loan modification by the expiration date outlined above, Debtor shall file an Amended Plan within 30 days incorporating the pre-petition delinquency in the amount of \$132,804.01 plus the post-petition delinquency in the amount of \$11,756.64 as of the date of this Order, plus any further post-petition delinquency accrued while the Debtor is making adequate protection payments. Thereafter, Debtor agrees to continue making the regular monthly mortgage payment (currently \$2,135.47/mo.). In the event the regular monthly payment changes for any reason, then the amount due pursuant to this paragraph 5 shall be adjusted accordingly.
6. The execution of this Stipulation/Consent Order, and the terms and conditions set forth in the preceding paragraphs shall serve an amendment and/or addendum to any Pre-Petition Proof of Claim filed by Creditor, if applicable. Movant shall not be required to file an Amended Proof of Claim, if applicable.
7. Payments due in accordance with this Order shall be due on or before the 1<sup>st</sup> day of each month. Debtor shall make the regular monthly payments required to the Trustee.
8. All payments due to the Creditor from the Debtor are to be made directly to Shellpoint Mortgage Servicing at P.O. Box 10826, Greenville, SC 29603-0826 and making sure that Creditor's loan number appears on all payments.

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Debtor: Bindu Jacob

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9. In the event that Movant alleges that Debtor has failed to comply with obligations under paragraph 3, 4 & 5 of this Consent Order/Stipulation, New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing and/or Counsel may give Debtor and Debtor's counsel notice of the default and if such default is not cured within ten (10) days of said notice, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, the Court may grant New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing immediate relief from the bankruptcy stay, per the form of attached Order which is made part hereof as Exhibit "A". Debtor shall pay \$75.00 for each notice of default issued by Movant as a result of the Debtor's failure to comply with this Consent Order/Stipulation.
10. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder. In the event Debtor fails to comply with the terms of this Order for more than 30 days, Creditor New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing may submit a certification of default and proposed Order for Relief from the Automatic Stay to the court and serve a copy of such Certification of Default upon the Debtor and Debtor's counsel. Fourteen days after receipt of a Certification of Default, the court will enter an order granting New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing relief from the automatic stay unless the Debtor has filed an objection to the Certification of Default specifying reasons for the objection; in which case the court will set a hearing on the objection.
11. Upon issuance of the aforesaid Order, the parties hereto further agree that New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
12. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within 10 days from the date the case is converted. If Debtor fails to make payments in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay and may also request entry of the form of Order attached as Exhibit "A".

/s/ Bruce W. Radowitz

BRUCE W. RADOWITZ, ESQUIRE  
COUNSEL FOR DEBTOR

/s/ Steven Kelly

STEVEN KELLY, ESQUIRE  
STERN & EISENBERG, PC  
ATTORNEY FOR CREDITOR

EXHIBIT A

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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Case Number: 17-31676-JKS

Chapter 13

Hearing: September 13, 2018 at 11:00 am

Judge: John K. Sherwood

ORDER GRANTING RELIEF FROM AUTOMATIC STAY AND IN REM RELIEF FOLLOWING  
CERTIFICATION OF DEFAULT OF CONDITIONAL ORDER /STIPULATION

Upon Motion of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing (Creditor) for relief and a Certification of Default having been filed in accordance with the Order/Stipulation Resolving the Motion, it is hereby ORDERED AND DECREED that Movant, New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing (Creditor) (and any assignee/successor-in-interest) is granted relief from the stay of 11 U.S.C. §362, et al. to proceed with its mortgage foreclosure action and Sheriff's Sale (and all other rights under state and federal law) concerning the Property: 104 Lake Shore Drive, Parsippany Troy-Hills Twp., NJ 07034 ("Property")

It is further ORDERED and DECREED that the 14-day stay pursuant to BKRP 4001(a)(3) is hereby waived.

**Certificate of Notice Page 5 of 5**  
United States Bankruptcy Court  
District of New Jersey

In re:  
Bindu Jacob  
Debtor

Case No. 17-31676-JKS  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin  
Form ID: pdf903

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Jan 15, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 17, 2019.

db +Bindu Jacob, 104 Lake Shore Drive, Lake Hiawatha, NJ 07034-2837

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jan 17, 2019

Signature: /s/Joseph Speetjens

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**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 15, 2019 at the address(es) listed below:

Bruce W. Radowitz on behalf of Debtor Bindu Jacob bradowitz@comcast.net,  
r45676@notify.bestcase.com

Denise E. Carlon on behalf of Creditor Toyota Motor Credit Corporation  
dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com

Marie-Ann Greenberg magecf@magtrustee.com

Rebecca Ann Solarz on behalf of Creditor Toyota Motor Credit Corporation  
rsolarz@kmlawgroup.com

Steven Eisenberg on behalf of Creditor New Penn Financial, LLC d/b/a Shellpoint Mortgage  
Servicing bkecf@sterneisenberg.com,  
jmcnally@sterneisenberg.com;skelly@sterneisenberg.com;bkecf@sterneisenberg.com

Steven P. Kelly on behalf of Creditor New Penn Financial, LLC d/b/a Shellpoint Mortgage  
Servicing skelly@sterneisenberg.com, bkecf@sterneisenberg.com

U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 7